

CERTIFICATE OF TRUST AGREEMENT

This certificate is filed in accordance with Mississippi Code Annotated Section 91-9-7.

The undersigned, **JERRY GOIN**, Trustee of **THE 2002 JEAN BOWE ISBELL TRUST** dated **May 31, 2002**, DO HEREBY CERTIFY as follows:

- A. The name of Trust is **THE 2002 JEAN BOWE ISBELL TRUST**.
- B. The street and mailing address of the office and the name and street and mailing address of the trustee is:

JERRY GOIN
541 Riverview
Memphis, TN 38120

STATE MS.-DE SOTO CO.
CLERK

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- C. The name and street and mailing address of the grantor is:

JEAN BOWE ISBELL
6437 Wynfrey Place
Memphis, TN 38120

BK 94 PG 475
W.E. DAVIS CH. CLK.

- D. The anticipated date of termination of the trust is **December 31, 2050**.

- E. General powers granted to the trustee include the following:

1. The Trustee may hold and retain as part of the trust any assets received from any source, and invest and reinvest them (or leave them temporarily uninvested) in any type of property and every kind of investment, in the same manner as a prudent investor would invest his or her own assets.

2. The Trustee may sell or exchange any real or personal property contained in the trust, for cash or credit, at public or private sale, and with such warranties or indemnifications as the Trustee may deem advisable.

3. The Trustee may borrow money (even from the Trustee and from any beneficiary of the trust), for the benefit of the trust and may secure these debts with assets of the trust.

4. The Trustee may grant security interests and execute all instruments creating such interests on such terms as the Trustee may deem appropriate.

5. The Trustee may compromise and adjust claims against or on behalf of the trust on such terms as the Trustee may deem appropriate.

6. The Trustee may take title to any securities in the name of any custodian or nominee, without disclosing this relationship.

7. The Trustee may determine whether receipts are to be allocated to income or principal and whether disbursements are to be charged against income or principal, to the extent not established clearly by state law. Determinations made by the Trustee in good faith shall not require equitable adjustments.

8. The Trustee may make all tax elections and allocations the Trustee may consider appropriate; however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. All tax elections and allocations made by the Trustee in good faith shall not require equitable adjustments.

9. The Trustee may distribute any of the trust assets to a minor by distributing them to any appropriate person chosen by the Trustee (who may be a Trustee), as custodian under any appropriate Uniform Transfers to Minors Act, to be held for the maximum period of time allowed by law. The Trustee may also sell any asset that cannot legally be held under this custodianship and invest the sales proceeds in assets that can be held under this custodianship.

10. The Trustee may employ such lawyers, accountants, and other advisers as the Trustee may deem useful and appropriate for the administration of the trust. The Trustee may employ a professional investment adviser in managing the investments of the trust (including any investments in mutual funds, investment trusts, or managed accounts), delegate to this adviser any discretionary investment authorities, and rely on the adviser's investment recommendations without liability to any beneficiary.

11. The Trustee may divide and distribute the trust in kind or in cash, or partly in each, without regard to the income tax basis of any asset and without the consent of any beneficiary. The decision of the Trustee in dividing any portion of the trust between or among two or more beneficiaries shall be binding on all persons.

12. The Trustee may continue and carry on any business or investment activity, whether as sole proprietor, member, partner or stockholder, for such time as the Trustee may deem to be for the best interest of the trust estate; to employ in the conduct thereof such capital out of the trust estate as the Trustee may deem proper; to organize a corporation, limited partnership, limited liability or other entity to carry on any business, to contribute as capital all or any part of any business forming a part of the trust estate, to accept stock or other ownership interests in such entity so organized in lieu thereof and to provide for different classes of stock or ownership interests if the Trustee deems it proper; to sell or liquidate any such business, investment or ownership interest, any interest therein or any other securities representing the trust's interest in any such entity at such time and upon such terms and conditions as the Trustee may deem advisable; and to enlarge, diminish or change the scope or nature of any business or activity forming a part of the trust estate. With regard to such business or activity, the Trustee may delegate such rights, powers and authority with the requisite or convenient rights, powers and authority incident to the conduct of such business to any employee, manager or partner as the Trustee may deem proper without liability for such delegation except for the Trustee's own wilful malfeasance, misfeasance or nonfeasance.

13. Powers granted by Tennessee Code Annotated Section 35-50-110 are incorporated into the trust instrument.

F. The Trust Agreement allows the person serving as Trustee of said Trust to resign as Trustee.

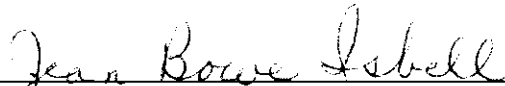
G. The Trust Agreement appoints JEANETTE GOIN to serve as successor Trustee. If JEANETTE GOIN and JERRY GOIN shall both be or become unable or unwilling to serve as

successor trustees of the trusts created hereunder, The trust appoints the following successor trustees of the trusts created hereunder, to serve in the listed order of priority:


1. FIRST TENNESSEE BANK NATIONAL ASSOCIATION, of Memphis, Tennessee;
or
2. UNION PLANTERS NATIONAL BANK, of Memphis, Tennessee.

Jeanette Goin and Jerry Goin have the right to remove and appoint trustees.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate as the 31st day of May, 2002.



Jean Bowe Isbell, Grantor



Jerry Goin, Trustee

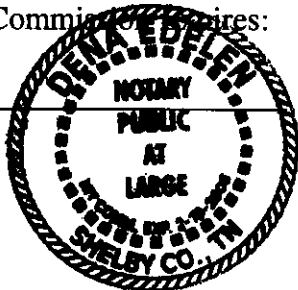
STATE OF TENNESSEE
COUNTY OF SHELBY

On this the 31st day of MAY, 2002, before me personally appeared JEAN BOWE ISBELL to me known (or proved to me on the basis of satisfactory evidence) to be the person described in, and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal at office, this the day and year above written.

Dena Edelen
Notary Public

My Commission Expires:



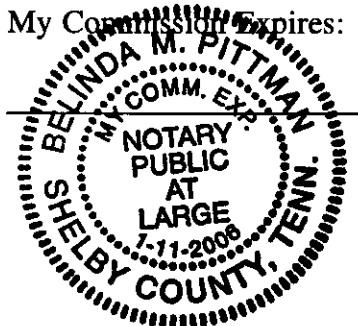
STATE OF TENNESSEE
COUNTY OF SHELBY

On this the 31st day of may, 2002, before me personally appeared JERRY GOIN, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal at office, this the day and year above written.

Belinda M. Pittman
Notary Public

My Commission Expires:



Prepared by:
Robert K. Alvarez
5400 Poplar, Suite 100
Memphis, TN 38119
(901) 683-3526

RETURN TO:
WATKINS LUDLAM WINTERS & STENNIS, P.A.
P. O. BOX 1456
OLIVE BRANCH, MS 38654
(662) 895-2996